



EXETER GROUND, LLC GENERAL TERMS & CONDITIONS OF SALE

(EFFECTIVE 11/15/2024)

1. **Payment Terms.** By accepting delivery of the Exeter Ground, LLC ("XGLLC") product(s) (the "Product"), you agree to pay XGLLC the full invoice price within thirty (30) days of receipt of the Product, less a one-fourth of one percent (0.0025%) cash discount for payments made within ten (10) days of receipt of the invoice for the Product. All shipments are F.O.B. XGLLC's facility, Attleboro, Massachusetts, freight prepaid and added to customer invoice within the Continental United States of America and Canada unless otherwise agreed to in writing by XGLLC. Shipment terms for shipments to destinations other than the Continental United States of America and Canada are F.O.B. Ex-Works (XGLLC's facility, Attleboro, Massachusetts), customer to arrange pick up and transportation to destination unless otherwise agreed to in writing by XGLLC. The invoice amount will include the price of the Product, all applicable taxes, insurance, freight and other charges unless otherwise agreed to in writing by XGLLC. Interest charges of one and one-half percent (1.5%) per month or partial month will accrue on all past due amounts. All purchase orders are subject to credit approval.
2. **Prices.** Published prices for the Product are subject to change without notice. Price quotations are valid for thirty (30) days unless otherwise agreed to in writing by XGLLC. Commitments by agents are subject to written acceptance by XGLLC. The minimum charge for any single order of Product shipped on standard pallets is \$100,000.
3. **Sales Tax.** Unless specifically stated otherwise, sales and other similar taxes are not included in the price of the Product and are the responsibility of the purchaser.
4. **Freight Classifications.** XGLLC's Shining Armor products ship as Class 50 – clean freight. The term “clean freight” shall be used to indicate that composite metallic strip is very durable and fits neatly on standard shrink-wrapped 4x4 pallet. Freight equalization will be made for government bills of lading.
5. **Delivery.** The Product will be delivered to the destination designated by the customer, with all insurance and shipping charges to be paid by the customer unless otherwise agreed to in writing by XGLLC. Full risk of loss or damage to the Product shall pass to the customer upon delivery by XGLLC to the carrier at XGLLC's facility unless otherwise agreed to in writing by XGLLC. XGLLC has no responsibility for any loss or damage to the Product during transport from XGLLC's facility to the destination designated by the customer unless otherwise agreed to in writing by XGLLC. Loss or damage to the Product which is apparent at the time of delivery shall be noted on the delivery copy of the freight bill and the carrier shall be notified of same. The Product shall be shipped with the route of shipment and method both at XGLLC's discretion, unless the customer supplies explicit instructions to the contrary and pays for same. No allowances will be made in lieu of freight unless otherwise agreed to in writing by XGLLC.
6. **Security Interest.** Until the full invoice amount has been paid for the Product, XGLLC reserves a purchase money security interest in the Product under the Uniform Commercial Code; and, if requested, the customer will execute one or more financing statements to be recorded by XGLLC. The customer also hereby grants XGLLC a power of attorney to sign on his behalf a financing statement and to record it, if desired by XGLLC. A signed copy of these General Terms & Conditions of Sale may also be filed in lieu of a financing statement.
7. **Limited Warranty.** XGLLC warrants only to the Warranty Holder (hereinafter defined as the “End User” or the “Immediate Purchaser”, as applicable, pursuant to the terms and conditions of this Limited Warranty as set forth below), that the Product identified below will, upon shipment, be free of defects in workmanship and material for the applicable Warranty Period. The “Warranty Period” is that period of time during which this Limited Warranty is effective, and such period begins on the invoice date issued by XGLLC for the Product and continues until the expiration of the Warranty Duration period. If the Product is both purchased and installed within the United States or Canada, this Limited Warranty is granted to each end user of the Product who acquired the Product for its own use during the Warranty Period (“End User”). In all other situations, this Limited Warranty is granted only to the first purchaser of the Product (“Immediate Purchaser”) from XGLLC. No primary or remote purchaser or owner of the Product who is not a Warranty Holder may claim any benefit under this Limited Warranty, or any remedial promise included in this Limited Warranty. XGLLC shall, upon prompt written notice from the Warranty Holder, correct a nonconforming Product by repair or replacement at the sole discretion of



XGLLC of the nonconforming Product or any part or component of a nonconforming Product necessary in XGLLC's discretion to make such Product conforming. Any transportation charges, labor for removing, reinstalling the Product or part, and/or costs related to providing access to the Product shall be the responsibility of the Warranty Holder. Correction in this manner will constitute the Warranty Holder's exclusive remedy and fulfillment of all XGLLC's liabilities and responsibilities hereunder. XGLLC's duty to perform under this limited warranty may be delayed, at XGLLC's sole option, until XGLLC has been paid in full for all products purchased by the Warranty Holder. No such delay will extend the Warranty Period. If XGLLC does not make such repair or replacement, XGLLC's liability for damages on account of any claimed nonconformity will in no event exceed the purchase price of the Product in question. This Limited Warranty does not apply to any Product that has been disassembled, repaired, or altered by anyone other than XGLLC. This Limited Warranty will not apply to any Product that has been subjected to improper or abnormal use of the Product. XGLLC has no responsibility to repair or replace any Product or component thereof manufactured by another party, but XGLLC will assign, to the extent assignable, to the Warranty Holder any manufacturers' warranty that applies to products and components not manufactured by XGLLC.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES. ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW, OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHERWISE ARE EXPRESSLY EXCLUDED. XGLLC SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF XGLLC HAS BEEN ADVISED OF THE POSSIBILITY OF SAME. THE WARRANTY HOLDER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE PRODUCT FOR ANY PARTICULAR APPLICATION.

Product Purchased Region	Product Installed Region	Warranty Holder	Warranty Duration
U.S. and Canada	U.S. and Canada	End User	Earlier of 1 year from installation or 18 months from shipment
All Other Countries	All Other Countries	Immediate Purchaser	Earlier of 1 year from installation or 18 months from shipment

8. Intellectual Property. Purchaser agrees that all intellectual property embodied in the Product is the sole and exclusive property of Exeter Chancery LLC (ECLLC), and the customer acquires no ownership rights in such intellectual property. Purchaser shall not at any time file any copyright, patent, or trademark application with any governmental agency or entity pertaining to the Product or any intellectual property rights of ECLLC embodied therein. Purchaser shall not, and shall not permit any third party to, modify the Product or to reverse engineer, disassemble, or otherwise attempt to determine, duplicate, or copy the Product or the intellectual property of ECLLC incorporated therein.

9. Force Majeure. XGLLC shall not be liable for any loss or damage arising from delay in or failure to perform any of its obligations resulting from any circumstances beyond its reasonable control, including, without limitation, fire, explosion, power failure, acts of God, war, riots, strikes, inability to obtain necessary labor or materials or other catastrophes. Receipt of delivery of the Product by the customer constitutes a waiver of all claims against XGLLC for delay in or failure to perform any of its obligations.

10. Order Cancellation. Any order placed with and accepted by XGLLC can be canceled only with XGLLC's consent and upon terms that will indemnify XGLLC against any cost incurred. No Product will be accepted for return without prior written authorization from XGLLC. Any unauthorized returns may be refused and returned to the customer freight collect. Any returned goods accepted by XGLLC are subject to a minimum service charge of thirty percent (30%) and inspection by XGLLC before credit is issued unless otherwise agreed to in writing by XGLLC prior to the Product's return. All requests for cancellation are subject to XGLLC's Cancellation Policy in effect at that time.



11. Field Service. An XGLLC Field Service Engineer is available to assist the customer with Product installation, supervision, training or other purposes. Refer to Domestic Field Service Terms & Conditions rates sheet for field service costs for Product installation, supervision, training or other purposes in the United States of America and Canada and to International Field Service Terms & Conditions rates sheet for field service costs for Product installation, supervision, training or other purposes outside the United States of America and Canada.

12. Notices. Any notice required or permitted hereunder shall be sufficient if in writing, personally delivered, sent by mail or by overnight courier to the customer at the address shown on XGLLC's records, and to XGLLC at 5050 Carothers Parkway, Unit 104-131, Franklin, TN 37067-6009.

13. Miscellaneous. These General Terms & Conditions of Sale constitute an offer to form a contract. XGLLC expressly limits the acceptance of this offer to the terms and conditions contained herein, and any prior offers are not accepted. The issuance of a purchase order or acceptance of the Product shall constitute a binding contract governed by the laws of the State of Tennessee and these General Terms & Conditions of Sale, which shall constitute the full understanding of the parties with respect to the subject matter hereof. The customer hereby submits to the jurisdiction of the State of Tennessee in addition to any other appropriate jurisdiction and the venue of Williamson County, Tennessee, and waives any objection with respect thereto, with respect to any action or claim concerning this agreement or the performance hereunder.

NO MODIFICATION HEREOF SHALL BE AFFECTED BY THE ACKNOWLEDGMENT OR ACCEPTANCE BY XGLLC OF A PURCHASE ORDER OR OTHER SHIPPING INSTRUCTION OR FORM CONTAINING TERMS OR CONDITIONS AT VARIANCE WITH OR IN ADDITION TO THOSE SET FORTH HEREIN. XGLLC EXPRESSLY OBJECTS TO AND SHALL NOT BE BOUND BY ANY TERMS, CONDITIONS, OR PROVISIONS AT VARIANCE WITH OR IN ADDITION TO THOSE CONTAINED HEREIN. THE ISSUANCE OF A PURCHASE ORDER BY THE CUSTOMER SHALL BE DEEMED ASSENT TO THE FOREGOING, NOTWITHSTANDING ANY CONFLICTING TERMS.

Revised 4/22/2025